

October 3, 2005

Dear Sir or Madam:

Subject: State of Michigan Offers Farmland for Lease (PR #2005-0194)

In an effort to reduce overall costs to the State of Michigan and to expedite the Bid notification system, the Department of Management and Budget, Real Estate Division is moving to an e-mail only notification system for prospective Landlords. Please go to <http://www.michigan.gov/dmb-red> and click on the Prospective Landlords link to re-register for the DMB Real Estate Division Bid List. Be sure to provide your e-mail address because future notifications will be via e-mail only.

Farmland Available for Lease

The State of Michigan is offering 84.5 acres of tillable farmland in the City of Mount Pleasant, Isabella County for lease for a five-year period. Anyone interested in leasing this property or seeking additional information should visit our website at <http://www.michigan.gov/dmb-red> .

Thank you,

H. David Arking
Department Specialist, Real Estate Division
Strategic Asset Management

REQUEST FOR PROPOSALS (RFP)
TO LEASE 84.5 ACRES OF TILLABLE FARMLAND
IN THE CITY OF MOUNT PLEASANT, COUNTY OF ISABELLA

BY THE STATE OF MICHIGAN,
DEPARTMENT OF MANAGEMENT AND BUDGET (DMB)
ON BEHALF OF THE
DEPARTMENT OF COMMUNITY HEALTH (DCH) AS LESSOR

The State of Michigan Department of Management and Budget, on behalf of the Department of Community Health ("State" or "Lessor") offers 84.5 acres of tillable farmland in The City of Mount Pleasant, Isabella County, Michigan for lease over a five-year initial term. Renewal options are also possible. Please respond to this Request for Proposal ("RFP") if you are interested in leasing the subject property, as further described herein, for farming purposes that are compatible with existing zoning laws and with adjacent State of Michigan operations.

<i>1. Summary Of Lease Offer and Proposal Evaluation Criteria</i>	
A. Initial Lease Term	Five consecutive years.
B. Space and Location	A 73.4 acre parcel and a 11.1 acre parcel located in the N ½ of the NE ¼ of Section 9 (T14N-R4W) in the City of Mount Pleasant. The parcels are not contiguous, but do lie in close proximity to each other - sharing frontage and access along Bamber Road to the west. The larger parcel also has frontage and access along River Road to the north and Crawford Road to the east. Both parcels are part of the larger State of Michigan Mount Pleasant Regional Center complex and are zoned for agricultural use. See the enclosed illustration.
C. Proposal Process Overview	A State of Michigan master lease template is enclosed with this RFP and is offered here to govern a winning bidder's use of the subject property. Any proposed exceptions requested to this master lease by bidders must be specified in writing on the form provided and must be submitted with the rest of your proposal. Final approval of proposed exceptions must be given by the Attorney General.
D. Proposal Evaluation Criteria	i). Revenue generated for the State ii). Proposed use(s) of the subject property

	<p>iii). Prior experience/performance as a successful and diligent Lessee of the State or other owners of similar property.</p> <p>iv). References from previous Lessor's of similar properties</p> <p>v). Demonstrated ability to grasp and practice sound and commonly accepted good land management.</p> <p>vi). Adherence to all proposal completion and submission instructions.</p> <p>vii). The impact on the State of proposed amendments (if any) to the master lease.</p> <p>All proposals submitted will be evaluated as submitted on how well they meet the state's overall best interests as expressed in the foregoing evaluation criteria. The state reserves the right to reject any and all bids that, in its sole determination, do not sufficiently address those interests.</p>
2. Key Variables To Be Supplied in Proposals by Bidders	
A. Experience as a Manager of Similar Farmland	Please describe in detail your previous experience and/or education in practicing good land management and how you plan to practice good land management as Lessee of the subject property.
B. Occupancy Commencement Date	The Lease Commencement Date shall be the date on which the winning bidder is initially authorized to occupy the subject property as the Lessee. Proposals must include a specific requested lease commencement date. The state will make every reasonable effort to accommodate a winning bidder's requested lease commencement date, though the State reserves the right to substitute another lease commencement date that Lessee and Lessor mutually agree upon.

C. Rental Rate	<p>Please state the rental rate(s) you propose to pay in each year of the initial five year lease term. Note that, in addition to rent, Lessee will be required to pay all property taxes levied during the lease term, including any special assessments.</p> <p>Negotiations on the rent rate will not occur. Therefore, you should set forth your best offer in the proposal. The state is obligated to lease this property at a prevailing market rate or at actual costs as determined by the DMB Director. However, the State also reserves the right to reject any and all bids.</p>
D. Proposed Lease Amendments	<p>Any proposed amendment requested to this master lease by bidders must be specified in writing on the form provided and must be submitted with the rest of your proposal. Proposed amendments to the master lease may detract from the competitiveness of your proposal so do not propose to deviate from the master lease lightly or without explanation. Approval of amendments must be given by the Office of the Attorney General.</p>

3. Instructions for Submission of Questions and Proposals

Completed documents with original signatures to be returned in a timely manner by prospective Lessees include:

1. Lease proposal and contact information form.

A blank copy of this form accompanies this RFP.

Additional questions concerning clarifications or specifications contained in this RFP are to be submitted by email only no later than **Friday, October 14, 2005** to: DMB-RED@michigan.gov. E-mailed questions should include Lease I.D. Number 10245-2005-0194 in their e-mail subject line. The State will not respond to telephone inquiries or visitations by bidders or their representatives. Answers to questions will be prepared and posted on the website at www.michigan.gov/dmb-red no later than **Wednesday, October 19, 2005**. Prospective bidders should check the website for any updates, questions and answers.

Prospective Bidders must submit completed proposals on or before **3:00 p.m. on Wednesday, October 26, 2005** in a sealed opaque envelop with the phrase "SEALED LEASE PROPOSAL" clearly written on the front and back of the envelope. Address the

envelope to H. David Arking, State of Michigan, DMB Real Estate Division, P.O. Box 30026, 1st Floor, Stevens T. Mason Building, 530 West Allegan Street, Lansing, MI 48909.

Unsealed, late, incomplete, illegible or erroneous proposals may not be considered for a lease award. The State reserves the sole right to reject any or all proposals and/or to waive any defects in any or all proposals. All proposal materials submitted become the property of the State of Michigan and shall not be returned.

Proposals shall remain valid and available to the state for a period of at least ninety (90) days after its unsealing at the posted bid opening date of **Wednesday, October 26, 2005**.

Proposals are assumed to be submitted in good faith. However, no binding agreement shall exist between Lessor and Lessee until one has been approved by the State Administrative Board and until both parties have executed and delivered a fully executed lease document. Lessor shall have no liability for any expenses incurred by Lessee, or by prospective Lessees, in anticipation of the lease or in replying to this RFP.

3. Concluding Remarks

Notice of award recommendation shall be made after all eligible proposals have been analyzed. At a minimum, said notice will be posted at www.michigan.gov/dmb-red

The State of Michigan encourages all of its Lessees to utilize minority-owned and/or woman-owned business contractors or subcontractors as the need for contractors or subcontractors arises. For assistance in locating and identifying certified businesses contact the Department of Civil Rights, Compliance Division, 1200 Sixth Avenue, Detroit, Michigan 48226, telephone number (313) 256-2126 or the Department of Transportation, Office of Small Business Liaison or Contracts Division, 3222 South Martin Luther King Suite #2, Lansing, Michigan 48910 telephone number (517) 373-0279.

The time and effort you put into developing your proposal is very much appreciated. Thank you very much for your cooperation and consideration!

#2005-0194 RFP SAMPLE LEASE

Sate Lease #10245-2005-0194

LEASE

Between

The STATE OF MICHIGAN, As Lessor

And

, As Lessee

By the authority of Section 221(6) of the Management and Budget Act, 1984 PA 431, as amended, MCL 18.1221(6), this Lease is entered into by the State of Michigan by the Department of Management and Budget (DMB) for the Department of **Community Health** (Lessor) and (Lessee), whose address is .

Lessor and Lessee, for the consideration specified in this Lease, agree to the following terms, conditions, and covenants:

1. DESCRIPTION OF PREMISES: Lessor leases to Lessee a **73.4 acre parcel and an 11.1 acre parcel of tillable farmland (84.5 acres total) located in the N 1/2 of the E 1/4 of Section 9 (T14N-R4W) in the City of Mount Pleasant, Isabella County, Michigan, as further described and illustrated in Attachment A to this lease.**
2. LESSOR'S OPERATIONS: Lessee covenants that the purpose of this Lease is , and that its use of the Premises shall, at no time, interfere with the operations of Lessor in Lessor's Building wherein the Premises are located.
3. CONDITION OF PREMISES: Lessee represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean, and tenantable condition. Lessee represents that it is taking possession of the Premises in their "as is" condition, and agrees to maintain the Premises in their present condition.
4. TERM: Lessor shall lease the Premises to Lessee for a **five-year** initial term of possession beginning upon actual possession or on , and ending on , or such later date as provided in Paragraph 6.

The beginning and ending Lease term dates may be altered by mutual written consent to reflect the actual date of occupancy. If the occupancy date is changed, Paragraph 6 shall also be changed accordingly.

5. RENT: Lessee shall pay to Lessor at: **Michigan Department of Community Health, Accounting Division, P. O. Box 30437, Lansing, Michigan 48909**, or at such other address as Lessor may from time to time designate, rent at the rates set forth below:

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1st year: \$ _____, payable in 12 equal monthly installments of \$ _____
2nd year: \$ _____, payable in 12 equal monthly installments of \$ _____
3rd year: \$ _____, payable in 12 equal monthly installments of \$ _____
4th year: \$ _____, payable in 12 equal monthly installments of \$ _____
5th year: \$ _____, payable in 12 equal monthly installments of \$ _____

Monthly rent payment shall be due on the first day of each month.

A. If at any time Lessee vacates the Premises prior to the expiration of the Lease and has failed to give proper notice pursuant to paragraph 18.1, Lessee will be responsible for all rental payments and repairs, above and beyond normal wear and tear, until the expiration of the Lease.

B. Deleted Not applicable.

C. In the event that Lessee fails to make a required payment under this Lease within **thirty (30)** days of the due date, Lessee shall pay to Lessor, in addition to such payment or other charges due hereunder, a "late fee" in **an amount equal to two percent (2.0%) of the unpaid balance including any previously accrued and yet unpaid late fees.**

6. **OPTION TO RENEW:** This Lease may be renewed if Lessee gives Lessor **Ninety (90)** days written notice before this Lease or any extension expires and agrees to any additional terms and rent modifications proposed by Lessor. Lessor's written consent is necessary for any Lease term extension.

7. **SERVICES BY LESSOR:** **None.**

8. **SERVICES AND OBLIGATIONS BY LESSEE:** Lessee shall provide the following services at Lessee's own expense, except as otherwise noted, and always to commonly accepted good farming practices and standards where applicable.

A. Lessee shall be solely responsible for the cost of public utilities consumed as part of Lessee's operations on the subject property and shall pay utility providers directly for any such services.

B. Lessee shall maintain the Leased premises in good repair as they were upon possession, including all fences and other fixtures and improvements situated on the Leased premises.]

C. Lessee shall cut and keep trimmed all noxious weeds before they go to seed.

D. Lessee shall use and manage the land for the term of this Agreement in accordance with the USDA's Direct and Counter Cyclical Program, Base and

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Yield Elections and obligations as given in Attachment "B", unless Lessee, Lessor and the USDA shall mutually agree otherwise in writing.

- E** Lessee shall routinely remove from the Leased premises any equipment not in use in a specific agricultural function performed on the leased premises. The Leased premises shall not be used for the storage of agricultural equipment, implements, vehicles and other tools and property not actively used in raising crops grown on or to be grown on the leased premises or to perform other duties and functions specified in this Agreement.
- F** Lessee shall maintain the soil nutrients within ranges commonly accepted under current good farming practices and standards. Soil testing shall be done each year and if liming is required, the Lessee shall do so at own expense. A copy of the soil test results and recommendations shall be sent to the Lessor. Should this Agreement be terminated before the effective ending date, and the Lessee is not in default in Rental Payments or otherwise in breach of the Land Agreement terms; the Lessee shall be reimbursed, on a prorated base for the cost associated to the liming.
- G** Lessee may irrigate the growing crops at the Lessee's expense. If any irrigation is done, it will be necessary to keep a water usage record, which can be made available to the Lessor on request.
- H** Lessee shall maintain annual records of chemicals and herbicides used on the leased crop ground. These records should be in compliance with the Department of Agriculture's rules and guidelines for record keeping of restricted use pesticides and herbicides and copies of all such records shall be sent to Lessor quarterly.
- I** Lessee shall be responsible for and may apply for or accept and land use subsidy, crop insurance, or other programs administered by the U.S. Department of Agriculture for any of the Leased premises. Excluded from this provisions are benefits for leaving the land fallow.
- J.** The Lessee shall not:

 - 1) Pasture or hold any livestock or herd animals on the Leased premises.
 - 2) Plow, till, or plant any land within 100 feet of any of Lessor's nearby buildings.
 - 3) Produce any illegal crop along with regular acceptable field crops.

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If such crop is produced, on the site leased, the Lessee is solely responsible and subject to immediate Agreement termination and possible legal action.

- 4). **Move dead wood to or from the leased premises in compliance with and in support of the State of Michigan's Emerald Ash Borer containment program.**
- 5). **Dump, rinse or flush sprayers and other equipment used in the application of insecticides, herbicides, fertilizers or any other chemicals used in the crop production process on the leased ground site. Nor shall any waste insecticides, herbicides, fertilizers or any other chemicals themselves be discarded or interred on the leased premises in any manner.**
9. ASSIGNMENT AND SUBLEASE: Lessee shall neither assign, sublet, nor grant any license for use of the Premises, or any part thereof, without Lessor's prior written consent, which Lessee shall request at least thirty (30) days in advance of a proposed assignment, sublease, or license. Consent by Lessor to any one assignment, sublease, or license shall not be considered to be a consent to any subsequent assignment, sublease, or license. Any assignment, sublease, or license without the prior written consent of Lessor shall be absolutely null and void and shall, at Lessor's option, terminate this Lease.
10. ALTERATIONS: No alterations, modifications, or improvements shall be made to the Premises without Lessor's prior written consent, which Lessee shall request at least thirty (30) days in advance of a proposed alteration, modification, or improvement. At the expiration or cancellation of the Lease, all alterations, modifications, and improvements to the Premises shall become the property of Lessor unless otherwise agreed in writing by Lessor. In the event that the parties agree that Lessee may remove Lessee improvements, Lessee shall restore the Premises to its original condition.
11. LAWS, CODES AND PERMITS: Lessee shall comply with all applicable (including but not limited to all environmental) laws, regulations, and codes and will obtain any necessary permits in connection with its use of the Premises.
12. DAMAGE AND REPAIRS: Lessee shall reimburse Lessor **within 30 days of being billed** for any repairs to the Premises resulting from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Premises **and the cause of which, in Lessor's sole determination, was the negligent acts or omissions of the Lessee's employees, agents, wards, clients or customers.**
13. INSPECTION OF PREMISES: Lessor and Lessor's agents and employees shall have the right at all reasonable times to enter the Premises for the purposes of making any inspections, repairs, additions, or alterations as may be deemed appropriate by Lessor for the preservation of the Premises.

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14. **INDEMNIFICATION:** Lessee agrees to hold harmless, defend, and indemnify Lessor, its agents and employees, from and against any and all claims, costs, losses, suits, demands, actions, liabilities, damages, causes of action or judgments, including, but not limited to, alleged violations of environmental laws, that may in any manner be imposed on or incurred by the Lessor, its agents and employees, for any bodily injury, loss of life, and/or damage to property, resulting from, arising out of, or in any way connected with Lessee's use of the Premises. This indemnification and hold harmless provision shall survive the termination of the leasehold interest and the sale of the Premises by Lessor.
15. **PUBLIC LIABILITY INSURANCE:** Lessee shall maintain general premises liability insurance for the Premises that provides full coverage for Lessee, Lessor, and their respective agents and employees and that protects against all claims, demands, actions, suits, or causes of action, and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Premises. Lessee agrees to maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. Lessee shall provide to Lessor a certificate of insurance listing Lessor, its several departments, boards, agencies, commissions, officers, and employees as additional insured, within thirty (30) days following execution and delivery of this Lease to Lessee, and every year thereafter. The insurance policy shall provide that it may not be modified, cancelled, or allowed to expire without thirty (30) days prior written notice given to Lessor.
16. **NONDISCRIMINATION:** Lessee shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453 as amended, MCL 37.2101 *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Lessee agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Lease. This covenant is cross-referenced in Paragraph 18.2.
17. **UNFAIR LABOR PRACTICES:** Lessee shall comply with State Contracts with Certain Employers Prohibited, 1980 PA 278, as amended, MCL 423.321 *et seq.* This covenant is cross-referenced with Paragraph 18.2.
- 18.1. **CANCELLATION:** Notwithstanding Paragraph 18.2, either party may cancel this Lease upon **ninety (90)** days written notice to the other party delivered either in person or by certified mail, return receipt requested, to the other party's address set forth under the Notice and Approvals paragraph of this Lease or to such other address as Lessee or

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Lessor may designate, from time to time, in writing for the delivery of notices under this Lease.

- 18.2. CANCELLATION: This Lease may be cancelled by Lessor provided Lessee is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:
- a) Lessee or any subcontractor, manufacturer or supplier of Lessee appears in the register compiled by the Michigan Department of Labor and Economic Growth, formerly known as the Department of Consumer and Industry Services, pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (State Contracts with Certain Employers Prohibited). This covenant is cross-referenced in Paragraph 17.
 - b) Lessee or any subcontractor, manufacturer or supplier of Lessee is found guilty of discrimination, pursuant to 1976 PA 453, as amended, MCL 37.2101 *et seq.* (Elliott-Larsen Civil Rights Act); or 1976 PA 220, as amended, MCL 37.1101 *et seq.* (Persons with Disabilities Civil Rights Act). This covenant is cross-referenced in Paragraph 16.
 - c) Lessor determines that the Premises are no longer being used for **agricultural purposes as set forth herein** and/or Lessee fails to perform any of its obligations under the Lease, and such failure is not cured within thirty (30) calendar days after written notice of default is given to Lessee.
19. QUIET ENJOYMENT: Upon payment of the rent and the performance of the conditions outlined in this Lease, Lessee may peacefully and quietly have, hold, and enjoy the Premises.
20. RESERVATION: Lessor reserves the right to grant rights-of-way and easements of any kind and nature over and across the premises and to grant or exercise all other rights and privileges of every kind and nature not specifically granted in this Lease.
21. HOLDOVER TENANCY: If Lessee remains in possession of the Premises after the expiration of this Lease, with the consent of Lessor but without a renewal of this Lease pursuant to Paragraph 6, a new tenancy from month-to-month shall be created between Lessor and Lessee. The new tenancy shall be subject to all of the terms and conditions of this Lease, except that rent shall then be due and owing at the rate of **/100** Dollars (\$) per annum, or in equal installments of **/100** Dollars (\$) per month, and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
22. TAXES: If Lessee is a nongovernmental entity, it may be subject to taxation for the Premises as provided in 1953 P.A. 189, as amended, MCL 211.181 *et seq.* (Taxation of Lessees or Users of Tax-Exempt Property).

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Lessee's failure to notify the taxing authority of this Lease and/or its failure to pay its pro rata share of real property taxes by the first due date shall be a breach of the Lease. Lessee shall provide Lessor with paid receipts for any real property taxes within thirty (30) days after the tax due date.

23. **NOTICES:** Any notice to Lessor or to Lessee required by this Lease shall be considered effective if submitted in writing and sent by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested. Unless either party notifies the other in writing of a different mailing address, notices to Lessor and Lessee shall be sent to the addresses listed below:

To The Lessor:

**Director
Real Estate Division
Michigan Department of Management and Budget
520 West Allegan, Room 120
P.O. Box 30026
Lansing, Michigan 48909**

Copies of such notices must **simultaneously** be sent to:

**Director
Administrative Services
Michigan Department of Community Health
320 South Walnut Street
Lansing, MI 48913**

To Lessee:

24. **NOTICES – EFFECTIVE TIME AND DATE:** Notices shall be considered effective as of 12:00 noon Eastern Standard Time on the third business day following the date of mailing, if sent by mail. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or comparable agency performing such function, shall be conclusive evidence of the date of mailing.
25. **INTERPRETATION:** This Lease shall be interpreted in accordance with the laws of the State of Michigan.
26. **REQUIRED APPROVALS:** This Lease shall not be binding or effective on either party until approved (and witnessed and notarized as necessary) by the Lessor, Lessee,

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Department of Attorney General, Department of Management and Budget, Building Committee of the State Administrative Board, and the State Administrative Board.

27. SEVERABILITY: Should any provision of this Lease or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.
28. ENTIRE AGREEMENT AND ENCLOSURES: This Lease [, with the enclosure[s] listed below,] constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed. See Paragraph 26.

Enclosure A – **Description and Illustrations of Lease Premises**

[Enclosure B - **Base and Yield Elections and obligations of subject property under the USDA's Direct and Counter Cyclical Program**

29. **Deleted, Not applicable.**

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DEPARTMENT OF COMMUNITY HEALTH

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Witness: For the Michigan Department of Community Health

_____	_____Date:_____
Signature	Signature
Print Name:	Print Name:
	Title:

Witness:

Print Name:

State of Michigan, County of _____.

The foregoing instrument was acknowledged before me on this _____ day of _____,

2005 by _____,
Type or print name(s) of person(s) signing this document

the _____, for the Michigan Department of _____.

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

This Lease has been approved as to legal form by the Michigan Attorney General _____

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MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Witness:

For the Michigan Department of Management and Budget

Signature

Signature

Date:_____

Print Name:

Joseph D. Chin, Jr.
Director, Real Estate Division
For: **Lisa Webb Sharpe**
Director, Department of Management and Budget

Witness:

Signature

Print Name:

State of Michigan, County of Ingham

The foregoing instrument was acknowledged before me on this _____ day of _____, **2005** by Joseph D. Chin, Jr., Director of the Real Estate Division of the Michigan Department of Management and Budget.

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

Document Prepared For The Parties By: **H. David Arking**
Real Estate Division, DMB
Mason Building, 1st Floor
PO Box 30026
Lansing MI 48909

This Lease was approved by the Michigan State Administrative Board on

ITEM #

#2005-0194 RFP SAMPLE LEASE

LESSEE CORPORATION

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Witness:

Lessee:

Signature

Print Name:

Signature

Print Name:

Title:

Federal ID #:

Witness:

Signature

Print Name:

State of Michigan, County of _____.

The foregoing instrument was acknowledged before me on this _____ day of _____,

2005 by _____,
Type or print name(s) of person(s) signing this document

the _____ of _____,

a _____, corporation, on behalf of the corporation.

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

#2005-0194 RFP SAMPLE LEASE

LESSEE INDIVIDUAL

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Witness:

Lessee:

Signature

Signature

Date: _____

Print Name:

Print Name:

Title:

Federal ID #:

Witness:

Signature

Print Name:

State of Michigan, County of _____.

The foregoing instrument was acknowledged before me on this _____ day of _____,

2005 by _____
Type or print name(s) of person(s) signing this document

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

#2005-0194 RFP SAMPLE LEASE

LESSEE PARTNERSHIP

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Witness:

Lessee:

Signature

Print Name:

Signature

Print Name:

Title:

Federal ID #:

Date:

Witness:

Signature

Print Name:

State of Michigan, County of _____.

The foregoing instrument was acknowledged before me on this _____ day of _____,

2005 by _____,
Type or print name(s) of person(s) signing this document

the _____ of _____,

a _____, partnership, on behalf of the partnership.

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

#2005-0194 RFP SAMPLE LEASE

LESSEE COMPANY

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Witness:

Lessee:

Signature

Signature

Date: _____

Print Name:

Print Name:

Title:

Federal ID #:

Witness:

Signature

Print Name:

State of Michigan, County of _____.

The foregoing instrument was acknowledged before me on this _____ day of _____,

2005 by _____,
Type or print name(s) of person(s) signing this document

the _____ of _____,

a _____, company, on behalf of the company.

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

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LESSEE PUBLIC OFFICER FOR CITY, VILLAGE, TOWNSHIP OR COUNTY GOVERNMENT

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Witness:

Lessee:

Signature

Signature

Date: _____

Print Name:

Print Name:

Title:

Federal ID #:

Witness:

Signature

Print Name:

State of Michigan, County of _____.

The foregoing instrument was acknowledged before me on this _____ day of _____,

2005 by _____,
Type or print name(s) of person(s) signing this document

the _____ for the _____,

of _____, Michigan Municipal Corporation.

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

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LESSEE TRUST

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Witness:

Lessee:

Signature

Signature

Date:

Print Name:

Print Name:

Title:

Federal ID #:

Witness:

Signature

Print Name:

State of Michigan, County of _____.

The foregoing instrument was acknowledged before me on this _____ day of _____,

2005 by _____,
Type or print name(s) of person(s) signing this document

trustee on behalf of _____.

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

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LESSEE ESTATES

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Witness:

Lessee:

Signature

Signature

Date:

Print Name:

Print Name:

Title:

Federal ID #:

Witness:

Signature

Print Name:

State of Michigan, County of _____.

The foregoing instrument was acknowledged before me on this _____ day of _____,

2005 by _____,
Type or print name(s) of person(s) signing this document

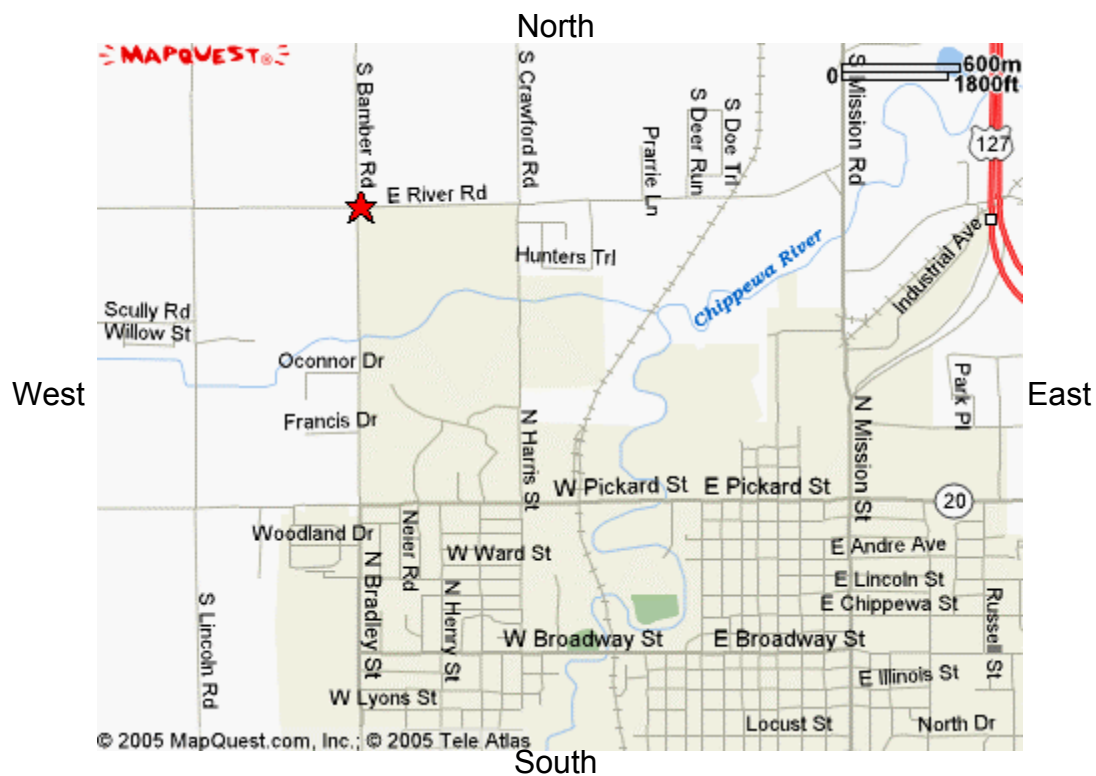
personal representative for the estate of _____.

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

The illustration below provides the general vicinity of the subject property.



LEASE PROPOSAL AND CONTACT INFORMATION FORM

Lease Project I.D. Number 10245-2005-0194

A proposal to lease a 73.4 acre parcel and an 11.1 acre parcel of tillable farmland (84.5 acres total) located in the N 1/2 of the E 1/4 of Section 9 (T14N-R4W) in the City of Mount Pleasant, Isabella County, Michigan from the Michigan Dept. of Community Health for a period of five consecutive years

Instructions: Carefully review all documents released by the state in connection with this request for proposals, including the RFP announcement itself. Fill out this form completely and legibly. Continue responses on a separate sheet of paper as necessary. State completely and specifically any proposed deviations from the standard lease provided to you along with this form, noting the specific lease passages you propose to change. The state will consider proposed deviations to the lease terms offered but does not generally encourage them and is not obligated to accept them. Bidders may damage the overall attractiveness of their proposals with deviations to the state's lease terms so bidders are cautioned to offer them sparingly and carefully.

PART 1: CONTACT INFORMATION

Full name of bidder

Company name and federal tax ID number (if any)

Street address

Mailing address (If different from street address)

(_____) _____ (_____) _____
Telephone number(s)

(_____) _____ E-mail address
Fax number

PART 2: ABOUT YOUR STEWARDSHIP OF THE LAND

Please note any prior experience as a successful Lessee of the State or as a successful Lessee of similar farm property owned by others. Please attach a copy of those leases and any written references from previous Lessors.

Please briefly list the highlights and sources of your training and/or practice in good land management and briefly outline the good land management practices you expect to use on the subject premises, if awarded a lease. Be sure to include any experience participating in the U.S. Department of Agriculture's "Direct and Counter-Cyclical Program or similar USDA programs

PART 3: YOUR PROPOSAL

Proposed start date for this five-year lease: _____

Check one:

_____ I would accept the lease terms offered in the State of Michigan standard lease as given if awarded a lease.

_____ I would accept the lease terms offered in the State of Michigan standard lease with the following changes if awarded a lease.

Section Subsection	Proposed Change (Again, be complete and specific)
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1. _____	_____
----------	-------

2. _____	_____
----------	-------

3. _____	_____
----------	-------

Rent offered:

1st year: \$_____, payable in 12 equal monthly installments of \$_____

2nd year: \$_____, payable in 12 equal monthly installments of \$_____

3rd year: \$_____, payable in 12 equal monthly installments of \$_____

4th year: \$_____, payable in 12 equal monthly installments of \$_____

5th year: \$_____, payable in 12 equal monthly installments of \$_____

I understand and accept that the subject property is enrolled in the U.S. Department of Agriculture's "Direct and Counter-Cyclical Program (DCP) and that certain crop base and yield elections have been made for that subject property through 2007. I have reviewed those base and yield elections for the subject property on USDA Form CC515 as completed by the Michigan Department of Community Heath on 3/27/2003 and I agree to keep the subject property in compliance with its obligations under that program.

Check one pertaining to the above statement

_____yes _____no

I have carefully reviewed the State of Michigan's standard lease and all other documents related to the state's request for proposals vis-à-vis the subject property identified above. This lease offer is made in good faith and all statements and representations made herein and in any attachments are true and accurate to the best of my knowledge and belief. This proposal shall remain valid and available to the state for a period of at least ninety (90) days after its unsealing at the posted bid opening date of Wednesday, October 26, 2005.

Authorized Signature

Date

Printed Name